

Pella

Teamsters #238 (Public Works)

7/1/2006 6/30/2009

PELLA / TEAMSTERS #238 (PUBLIC WORKS) 06-09

AGREEMENT

Between

**CITY OF PELLA, IOWA
(Department of Public Works)**

and

**INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, LOCAL 238**

**Effective
July 1, 2006 through June 30, 2009**

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AGREEMENT

THIS AGREEMENT is made and entered into by and between the CITY OF PELLA, IOWA, hereinafter "City" and/or "Employer", and LOCAL 238, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter "Union."

ARTICLE 1 - RECOGNITION

1.01 - Pursuant to State of Iowa Public Employment Relations Board Order of Certification, Case No. 3620, the City hereby recognizes the Union as the exclusive collective bargaining representative for employees of the City of Pella, including all regular full-time and regular part-time employees for the City of Pella Public Works Department at its 100 Truman Road facility in Pella, Iowa, including Street Department, Water Plant employees, Wastewater Plant employees, mechanics, meter readers and repairmen, but excluding all elected officials, Public Works Director, Water Treatment Superintendent, Wastewater Treatment Superintendent, Street Supervisor, clerical employees, employees of the Parks Department and Planning and Zoning Department, all other city employees, and all other employees excluded by Section 4 of the Act.

1.02 - This recognition clause shall be construed to apply to employees and not to work. The specific terms of this Agreement shall be the sole source of any rights that may be asserted by the Union against the City.

ARTICLE 2 - EMPLOYEE DEFINITION

2.01 - The status of City employees shall be defined as follows:

- a. Regular Full-Time Employees. Regular full-time employees are those employees regularly scheduled to work forty (40) hours per week.
- b. Regular Part-Time Employees. Regular part-time employees are those employees regularly scheduled to work twenty (20) or more hours per week but less than forty (40) hours per week.
- c. Part-Time Employees. Part-time employees are those employees regularly scheduled to work less than twenty (20) hours per week.
- d. Temporary (Seasonal) Employees. Temporary (seasonal) employees are those employees hired to perform work for a specific period of time.
- e. Casual Employees. Casual employees are those employees hired to perform work on an on-call

basis and who have no regularly scheduled hours.

2.02 - Regular part-time employees shall be paid the wage rate appropriate to their job classification and shall be entitled to only those benefits which are specifically enumerated in this Agreement.

2.03 - Part-time, temporary (seasonal) and casual employees shall not be members of the bargaining unit and shall not be covered by or entitled to the benefits of this Agreement. Temporary (seasonal) and casual positions shall not be posted by the City nor shall they be bid by employees covered by this Agreement.

ARTICLE 3 - NON-DISCRIMINATION

3.01 - All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

3.02 - The City and the Union agree to comply with the provisions of the Americans with Disabilities Act and shall make every reasonable effort to accommodate a disabled applicant or employee. The Union agrees that, notwithstanding the terms and conditions of this Agreement, the City may take those actions which in the discretion of the City are deemed necessary to comply with the Act.

ARTICLE 4 - GRIEVANCE PROCEDURE

4.01 - A grievance is defined to be any matter involving an alleged violation of this Agreement by the City that arises during the term of this Agreement as a result of which the aggrieved employee maintains that his rights or privileges have been violated by reason of the City's interpretation or application of the provisions of this Agreement.

4.02 - A grievance shall not be considered if based upon a consideration or event that has occurred or existed for a period of time greater than three (3) working days immediately prior to the date on which the grievance is first presented.

4.03 - The City and the Union agree to the following system of presenting and adjusting grievances, which must be presented and processed in accordance with the following steps, time limits and conditions:

STEP 1 - The aggrieved employee shall discuss the matter with his immediate supervisor. If the grievance is not settled within five (5) working days following this discussion, the grievance shall, within such time, be reduced to writing and submitted to the grievant's Department Head, otherwise it shall be considered withdrawn. The grievance shall be signed by the grievant and shall set forth the nature of the dispute, the adjustment sought and shall refer to the specific provision or provisions of the Agreement alleged to have been violated. Within five (5) working days after receipt of the written grievance, the Department Head shall answer the grievance in writing.

STEP 2 - If no satisfactory settlement is reached in the first step, the grievance may be advanced to the second step provided that a written request therefore is given to the City Administrator within five (5) working days following the Step 1 written answer. After the City Administrator receives said answer and appeal, a meeting will be held between the aggrieved employee, his Union representative, if he so chooses, and the City Administrator within seven (7) workdays. Within ten (10) workdays after this Step 2 meeting, the City Administrator will answer said grievance in writing.

STEP 3- If the City Administrator's answer in Step 2 does not resolve the grievance, said grievance shall be appealed to arbitration upon the request of the Union, provided the appeal to arbitration is in writing to the City and is made within ten (10) working days after the date of the City Administrator's answer in Step 2. If the grievance is appealed to arbitration, representatives of the City and the Union shall meet to select an arbitrator. If the parties are unable to agree on an arbitrator within ten (10) working days after the Union has served its written notice upon the City, the parties shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators. The party requesting arbitration shall strike the first name from the list and the other party shall then strike one name, and thereafter the parties shall strike alternately. The person whose name remains shall be the arbitrator, provided that either party, before striking any names, shall have the right to reject one (1) panel of arbitrators. The arbitrator shall be notified of his selection by a joint letter from the City and the Union requesting that he set a time and place for the hearing, subject to availability of the City and the Union representatives, and the letter shall specify the issue(s) to the arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore or add to the provisions of this Agreement. He shall consider and decide only the particular issue(s) presented to him in writing by the City and the Union and his decision and award shall be based solely upon his interpretation of the meaning or applications of the terms of this Agreement to the facts of the grievance presented. The burden of proof in arbitration involving discipline shall be by a preponderance of the evidence. If the matter sought to be arbitrated does not involve an interpretation of the terms or provisions of this Agreement, the arbitrator shall so rule in his award. The award of the arbitrator shall be final and binding on the City, the Union and the employee or employees involved, but in no event shall it be retroactive prior to three (3) working days from the date the written grievance was filed, unless the time would be mutually extended. On grievances regarding pay allegedly due, only the aggrieved employee(s) actually filing the grievance will receive any pay in the event the City or the arbitrator determines pay is due. The expenses of the arbitrator, including his fee, shall be shared equally by the City and the Union.

4.04 - Any grievance not commenced within the time limits specified shall be deemed waived. Any grievance not moved from one step to another within the time limits provided following the City's answer will be considered settled.

4.05 - Time limits set forth herein may be extended by the mutual agreement of the City and the Union.

4.06 - The foregoing procedure shall govern any claim by an employee that he has been disciplined without just cause. Grievances involving the disciplinary suspension and discharge of an employee shall be in writing and commence at Step 2 of this Article.

ARTICLE 5 - DISCIPLINE AND DISCHARGE

5.01 - Employees shall comply with all reasonable work rules. The City retains the right to determine and enforce reasonable rules and regulations and the right to make reasonable changes in such rules and regulations and to enforce such changes. Said rules and regulations shall be in writing and shall be posted at the City premises at a designated location where they shall be visible to all employees. A copy of said rules and regulations and any changes thereof shall be sent to the Union.

5.02 - Disciplinary penalties may take the form of verbal warnings or written reprimands or suspensions or discharge from employment. The following guidelines shall be followed:

- a. Every type of disciplinary action taken against an employee shall be based on just cause and administered in a fair and impartial manner.
- b. In determining the penalty to be imposed, the City shall consider the severity or gravity of the offense and the employee's work record, including length of service and disciplinary records.
- c. Discipline issued for minor infractions will be removed from the employee's file nine (9) months after the date of the discipline provided no discipline had been issued during the previous nine (9) months. Discipline issued for major infractions will be removed from the employee's file twelve (12) months after the date of the discipline provided no discipline had been issued during the previous twelve (12) months.
- d. Disciplinary action must be based on the preponderance of the evidence.

5.03 - Any employee who has been suspended or discharged will be given an opportunity to contact a union steward prior to leaving the City's premises. Where reasonably possible, said contact shall be conducted in a manner which will not disturb other employees or the City's operation.

5.04 - An employee who is suspended or discharged shall receive a written statement of the reasons for disciplinary action, a copy of which shall be sent to the Union.

ARTICLE 6 - DUES CHECKOFF AND INDEMNIFICATION

6.01 - Upon receipt of a lawfully executed written authorization from an employee, submitted to the City, which may be revoked in writing at any time in accordance with state law, the City agrees to deduct the regular monthly union dues of such employee from his/her first pay period of the month and remit to the official designated by the Union in writing to receive such deductions after the second monthly meeting of the City Council. In the event the employee's pay has an insufficient amount to allow dues deduction, the City shall not be responsible for the deduction of any union dues for that month. The Union will notify the City in writing of the exact amount of such regular membership dues to be deducted.

6.02 - The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.

ARTICLE 7 - SENIORITY

7.01 - Definition. For the purposes of this Agreement, seniority shall be defined as follows:

- a. **Bargaining Unit Seniority.** Bargaining unit seniority shall mean the period of time which any full-time or regular part-time employee has been continuously employed by the City in the bargaining unit.
- b. **Departmental Seniority.** Departmental seniority shall mean the period of time which any full-time or regular part-time employee has been continuously assigned in a particular department dating from the last date of assignment. For the purposes of this Agreement, departments shall be Street, Water and Wastewater.

7.02 - Application of Seniority. Where this Agreement calls for the application of seniority, the following factors shall be considered:

- a. **Length of continuous service;**
- b. **Qualifications.** Qualifications will be based upon license/certification, skill, knowledge, ability and previous experience on closely related or identical work, satisfactory production, quality, attendance and safety records.
- c. **Physical ability.**

Where, as among employees concerned, qualifications, as defined in factors (b) and (c), are equal in the judgment of the City, factor (a) shall govern.

7.03 - Layoff and Recall. In the event of a reduction of the work force other than temporary, the following procedures shall apply. In a department and/or classification, temporary, probationary and part-time employees shall be removed from employment prior to the layoff of any full-time employee with seniority rights, provided the remaining employees have the present ability and qualifications to perform the available work. Thereafter and in a manner consistent with Section 7.02, employees with the least seniority within a job classification and department will be laid off first, provided that in the sole judgment of the City, the remaining employees are qualified to perform the existing work. Employees shall be recalled in reverse order of layoff.

7.04 - Job Retention Right. In the event of a layoff within a department, a laid off employee shall have the right, if they so choose, to replace the least senior employee in another department who has less bargaining unit seniority than the laid off employee, provided the employee exercising bargaining unit seniority rights has the present ability and qualifications to perform the available work.

7.05 - Loss of Seniority. Seniority and the employment relationship shall be broken and terminated if an employee:

- a. Quits or retires;
- b. Is discharged for cause;
- c. Is absent from work for two (2) consecutive working days without notification to the City;
- d. Fails to advise the City of intent to return to work within three (3) working days after receiving a notice of recall from layoff directed to his last known address;
- e. The employee fails to return to work within five (5) working days after notifying the City of intent to work after receipt of a notice of recall from layoff;
- f. Performs no work for a period of twelve (12) months or for a period of time equal to an employee's seniority, whichever is shorter;
- g. Fails to report to work at the termination of a leave of absence or an extension thereof; or
- h. Engages in gainful employment, including self-employment, during a leave of absence

without the written consent of the City;

- i. Falsifies a request for a leave of absence.

7.06 - Temporary Layoff. It is understood and agreed that while other paragraphs of this Article refer to permanent or indefinite layoffs, this shall not restrict the City from laying off employees on a temporary basis for a period not to exceed thirty (30) working days, because of breakdowns, shortages in inventories, acts of God, civil disorder, labor disturbances, lack of raw materials, or other non-deliberated acts over which the City has no control. During this period, the employees involved shall have no right to exercise their seniority. It is not the intent of this provision to create daily layoffs because of lack of work.

7.07 - Probationary Period. All new employees shall be considered probationary employees until they have completed six (6) months of continuous employment, after which their seniority shall date back to their most recent date of hire. The City shall be the sole and exclusive judge of a probationary employee's qualifications and ability and shall be the sole and exclusive judge in deciding whether to continue such an employee's employment. During the probationary period, the employee shall not be entitled to any benefits under this Agreement except for the appropriate wage rate which shall only be paid for work actually performed except as provided in the Agreement. The layoff, transfer, disciplinary action or discharge of any employee during such probationary period may not constitute a grievance or be subject to arbitration under the terms of this Agreement.

7.08 - Reduced Workweek. Notwithstanding any of the other provisions of this Article, the City shall have the right to shut down the operation completely or reduce the workweek for a department or departments or a segment of a department rather than lay off employees in accordance with seniority.

ARTICLE 8 - JOB POSTING AND BIDDING

8.01 - Within the bargaining unit, vacancies shall be filled and promotions shall be made on the basis of qualifications, skill, ability, physical fitness, and seniority. When the qualifications, skill, ability, and physical fitness of two or more employees are substantially equal in the sole judgment of the City, length of continuous service within the bargaining unit shall be the governing factor.

8.02 - The City agrees to post all vacancies in the bargaining unit for a period of five (5) workdays. Employees wishing to bid for said vacancy must complete the required application at the City Hall within this five (5) day period.

8.03 - Vacancies shall be filled by the most senior qualified bidding employee in the bargaining unit.

8.04 - Trial Period on Job Bid and/or Transfer. Employees who bid and/or are transferred to a new job classification within the bargaining unit shall serve a thirty (30) calendar day trial period. During that period, the City may return the employee to

his/her former position or the employee may voluntarily elect to refuse reclassification. In the event that an employee fails to qualify for permanent assignment or refuses reclassification, said employee shall be returned to his/her former position and wage rate without loss of seniority or benefits and shall not bid for any other posted vacancy for a period of twelve (12) months.

8.05 - In the event that the City, in its sole discretion, determines that none of the employees who bid for a vacancy and/or promotion within the bargaining unit are qualified, the City reserves the right to seek qualified employees from outside the bargaining unit.

8.06 - Temporary Promotion. Where the qualifications of job classification require certification (as an example, a Grade III Wastewater Treatment Operator's certificate granted by the State of Iowa) and the bargaining unit employee promoted to said classification has not currently attained the required certification, any promotion pursuant hereto shall be temporary. Upon attaining proper certification and completion of the trial period established in Section 8.04, the employee's promotion shall become permanent. Time spent as a temporary appointee shall be counted toward the thirty (30) calendar day trial period. If a temporary employee is transferred back to his/her former position, all other employees affected by the transfer shall also be returned to their former classification and wage rate without loss of seniority or benefits.

8.07 - The City, in its sole discretion, reserves the right to designate those individuals within the bargaining unit who shall be assigned as working forepersons and/or leadpersons.

ARTICLE 9 - HOURS OF WORK AND OVERTIME

9.01 - Nothing contained herein shall be construed as a guarantee of hours or work either per day or per week. The normal work schedule for all departments shall be 7:00 a.m. – 3:30 p.m.

9.02 - The City may alter the work schedules for any department and any and all employees covered by this Agreement after giving notice to said employees.

9.03 - **Rest Periods.** Employees regularly scheduled to work an eight (8) hour shift shall be entitled to one (1) twenty (20) minute paid rest period during the first half of the shift, as scheduled by the City.

9.04 - **Lunch Break.** Employees scheduled to work a shift of more than six (6) hours shall be entitled to a thirty (30) minute unpaid lunch period. The City will schedule lunch break time for each department. Lunch breaks shall be scheduled at such times as to provide the least disruption and most efficient scheduled operation.

9.05 - **Overtime.** The City has the right to require overtime work as may be necessary to meet the City's service needs.

9.06 - Overtime Pay. One and one-half (1 1/2) times the regular hourly rate will be paid of all time worked in excess of forty (40) hours in a workweek, if such hours are worked at the direction or on approval of a supervisor. For the purposes of this Section, paid vacation, holidays, jury duty, funeral leave, sick leave and workers' compensation leave shall be counted as hours worked for overtime computation purposes. In addition, a single wastewater operator is eligible for four (4) hours of scheduled weekend overtime; two (2) hours on Saturday and two (2) hours on Sunday. A single water operator is eligible for eight (8) hours of scheduled weekend overtime; four (4) hours on Saturday and four (4) hours on Sunday.

9.07 - Call-In. Any employee called in to work after or before his regular schedule of hours shall be allowed two (2) hours call time as a minimum for the number of hours worked on such call. It is understood that the City may require the called in employee to perform two (2) hours of actual work. If the employee works over the two (2) hours on call time, he shall be allowed the amount of time for hours actually worked. The two (2) hour minimum shall not apply for hours worked consecutively before or after an employee's regular schedule of hours.

9.08 - Call-In Distribution. The City agrees that call-ins will be based upon qualification and seniority within a department. The City will make a reasonable effort to call in the most senior qualified employee within the department for work normally performed by that department. Thereafter, the City will make reasonable effort to call in the most senior qualified employee within the bargaining unit for the available work.

9.10 - Compensatory Time Employees will be permitted to earn up to 120 hours of comp time during the fiscal year (July 1 to June 30), but may not carry over more than 40 hours into the next fiscal year. Any hours carried over count as comp time earned in the new fiscal year. It will be the supervisor's and/or department head's decision whether or not overtime will be paid in the form of cash or comp time. Use of comp time is subject to supervisor approval.

ARTICLE 10 - HOLIDAYS

10.01 - Regular full-time employees of the City are entitled to paid holidays.

10.02 - Holidays will be paid for at eight (8) hours at the employee's regular straight-time hourly wage rate.

10.03 - Holidays recognized by this Agreement shall be:

New Year's Day	Labor Day
President's Day	Thanksgiving Day
Good Friday	Christmas Day
Memorial Day	
Independence Day	

10.04 - To be eligible for holiday pay, an employee must perform work on their regularly scheduled workday prior to and after the holiday unless excused from duty by the City.

10.05 - In addition to the holidays enumerated above, each regular full-time non-probationary employee shall be eligible for two (2) floating holidays (16 hours) from July 1st to June 30th of each year. A floating holiday may be taken with three (3) days' prior notice and approval of the City. The time limit provided herein may be waived at the sole discretion of the City. Floating holidays must be taken in 8 hour increments.

10.06 - An employee on layoff or unpaid leave of absence is not eligible for holiday pay. An employee on paid sick leave or paid vacation qualifies for applicable holiday pay.

10.07 - A recognized paid holiday shall be observed on the calendar day in which it falls, or the day designated by the recognized governmental authority.

10.08 - Employees shall be compensated at two (2) times their regular straight-time hourly rate in addition to holiday pay for all work performed on a scheduled holiday. In addition, for work performed on a scheduled holiday, a single wastewater operator is eligible for two (2) hours of holiday premium pay and a single water operator is eligible for four (4) hours of holiday premium pay.

ARTICLE 11 - VACATION

11.01 - Permanent full-time employees of the City of Pella, who have completed the required years, shall be eligible for vacation time and pay as follows:

after 6 months	40 hours
1 year of continuous service	1 additional 40 hours
2 years of continuous service	80 hours
7 years of continuous service	120 hours
15 years of continuous service	160 hours
21 years of continuous service	168 hours
22 years of continuous service	176 hours
23 years of continuous service	184 hours
24 years of continuous service	192 hours
25 years of continuous service	200 hours

11.02 - All vacations shall be taken during the twelve (12) month period following the date of accrual (employee's anniversary date). Vacation time and pay cannot be carried over from one year to the next without the prior approval of the City Administrator or designee.

11.03 - If a paid holiday falls during an employee's vacation, the day on which the holiday is paid shall be considered holiday pay and not charged against an employee's accrued vacation time.

11.04 - Upon resignation or termination from employment with the City, an employee shall be paid for all vacation leave accrued but not taken, provided that the employee provides the City two (2) weeks' advance notice in writing to his Department Head and City Hall of a voluntary termination. For purposes of this Section, an active employee's termination date shall be the last day upon which the employee actually performs work for the City. To be eligible to receive accrued vacation pay, an employee on an approved leave of absence must notify the City Hall in writing of their voluntary resignation. The employee's resignation shall become effective upon the date received by the City.

11.05 - The employees immediate supervisor shall establish a program for the scheduling of vacation periods. The supervisor shall schedule vacations in keeping with departmental seniority and the operating needs of the City. The City will take into consideration that vacation time requested by the employee in scheduling vacations. There shall be no bumping of vacation selections.

11.06 - Only permanent full-time employees who actually perform work one thousand four hundred (1,400) hours during the twelve (12) month period after the employee's anniversary date shall be entitled to vacation time and pay. For the purposes of this Section, vacation hours shall be counted toward the required one thousand four hundred (1,400) hours of actual work.

11.07 - Vacation earned can be taken no less than one (1) hour at a time with three (3) days' prior notice and approval of the City. The time limits provided herein may be waived at the sole discretion of the City.

11.08 - Vacation pay will be at the employee's normal pay for the week for which he/she should have been regularly scheduled to work.

ARTICLE 12 - LEAVES OF ABSENCE

12.01 - An employee may be granted a leave of absence for up to thirty (30) calendar days without pay by the City. Said leave may be extended for like periods of time by the City. Request for such leave and the reason(s) for such shall be made in writing to the employee's immediate supervisor. Upon return from a leave of absence of thirty (30) days or less, the employee shall return to his/her former job if physically qualified. If said leave is for over thirty (30) days, the City will attempt in good faith to try to place said employee in a comparable job upon his/her return to work.

12.02 - If a probationary employee is granted a leave of absence, the probationary period will be extended for the length of said leave.

12.03 - An employee granted an unpaid leave of absence shall not be eligible for fringe benefits, holiday pay or accrue retirement, vacation or sick leave during the period of such leave except as otherwise provided by law.

12.04 - Premiums for insurance normally paid by the City will be paid by the employee during the approved leave of absence if the employee elects to continue coverage. If the employee has worked over 80 hours during the month, the insurance normally paid for by the City will be paid for said month by the City. To maintain insurance coverage during a leave of absence, an employee must pay to the City the amount of the employee's monthly premium contribution. Payments required by this Section must be made to the City prior to the first day of the month for which coverage is sought. Failure to make the required payment will result in the cancellation of the employee's coverage by the City.

12.05 - Armed Forces. Leaves of absence shall be granted employees who are drafted or volunteer into the Armed Forces of the United States. Such employees shall be accorded reinstatement rights in accordance with the terms of the applicable federal statutes and regulations issued thereunder, which shall supersede any conflicting seniority provisions which may be contained herein.

12.06 - Family and Medical Leave. Employees who have been employed at least 12 months and for at least one thousand two hundred fifty (1,250) hours during the preceding 12 months period shall be granted up to 12 weeks of leave for any one or more of the following reasons:

- a. Birth of a child.
- b. Placement in adoption or foster care.
- c. To care for a family member with a serious health condition.
- d. Because of a serious health condition of the employee.

12.07 - Family leave for birth or placement may not be taken on an intermittent basis unless agreed to by the employer or employee. Leave involving a serious health condition may be taken as "medically necessary."

12.08 - No more than 12 weeks of leave may be taken in any 12-month period. Leave as to a birth or placement must occur no later than 12 months after the birth or placement. An employee shall be required to submit a request in writing 30 days in advance of a birth, adoption, or planned medical treatment, if possible.

12.09 - An employee is required to use applicable paid leave as part of the employee's family and medical leave as follows:

1. Vacation and sick leave for any portion of the twelve (12) week leave for birth, adoption, foster placement, or to care for a child, spouse, or parent with a serious health condition; and
2. Vacation and sick leave for any portion of the twelve (12) week leave to care for the employee's own serious health condition. Any situations in which the

employee uses paid leave because of inability to work due to a condition that qualifies as a serious health condition under this policy will be counted against the 12 week FMLA entitlement.

When all required paid leave is used for any portion of the FMLA leave, the balance of the leave will be without pay.

12.10 - Upon return from a FMLA leave of absence, an employee shall be placed in his/her old job or an equivalent position. Health benefits shall be maintained for the employee during such leave, unless an employee should not return to work at the end of the leave period. At such time, reimbursement for all insurance premiums will be required.

ARTICLE 13 - SICK LEAVE

13.01 - Regular full-time employees of the City of Pella shall accrue sick leave at the rate of eight (8) hours for each month of service. Sick leave shall accrue on the last scheduled workday of the month, with a maximum accumulation of seven hundred twenty (720) hours. To earn 8 hours, an employee must have worked over 80 hours in said month.

13.02 - No sick leave may be taken during an employee's probationary period. Probationary employees shall not be allowed to accrue sick leave. Upon completion of an employee's probationary period, the employee's sick leave account will be credited with the hours which would have been earned during the probationary period.

13.03 - Sick leave will only be paid at a straight-time rate for days of scheduled work missed due to personal illness, injury, or doctor's appointment of the employee.

13.04 - The City may require a medical doctor's written excuse for absences of three (3) or more consecutive days to substantiate illness or injury. In the event that the City has reason to believe because of the nature and frequency of absence, that an employee is abusing sick leave, the City may require written verification of an employee's request for sick leave and/or excused absence. If in the discretion of the City the employee's written verification is unsatisfactory, the City may require a medical doctor's written statement, notwithstanding the fact that the duration of the employee's absence was less than three (3) days.

13.05 - Sick leave shall not be paid unless the City is notified prior to an employee's regular starting time. Employees are required to call in on each day of absence unless otherwise authorized by the City.

13.06 - An employee who is eligible for workers' compensation may use sick leave for scheduled work days lost during the first three days following the injury or illness. If the employee continues to be eligible for workers' compensation, the employee will be paid at the State of Iowa workers' compensation rate of pay starting on the fourth day of the disability. If the employee is off work for more than fourteen calendar days, the insurance carrier will then pay for the first three days following the

illness or injury. If the employee has elected to supplement workers' compensation with accumulated sick leave, the City will then deduct the amount equal to the workers' compensation benefit for those first three days from the employee's next regular payroll check. If the employee does not elect to supplement workers' compensation with accumulated sick leave, the City will deduct a full day's pay for those first three days from the employee's next regular payroll check.

An employee may supplement workers' compensation benefits with accumulated sick leave if the employee requests the supplement in writing. After receiving verification of the benefit amount the employee will receive from workers' compensation, the City will compensate the employee for the difference between his or her workers' compensation payment and the available sick leave payment. The employee's accumulated sick leave will be reduced accordingly.

13.07 - The City shall notify all employees of their sick leave hours accrued during the current year on their regular pay stub. All employees shall receive a report of their total sick leave balance once each year.

13.08 - On December 1st of each year, employees have the option of selling back to the City up to 50% of the unused sick leave they have accrued during the previous twelve (12) month period. Only sick leave accrued and unused during the previous twelve (12) months will be eligible for buy-back. Employees who are probationary status on November 30th are not eligible to participate in the buy-back program. Payment for sick leave sold back to the City will be at the employee's regular straight-time hourly rate as of November 30th. On or before November 30th of each year all eligible employees must notify the City of the portion (0 to 50%) of their sick leave they wish to sell back to the City.

13.09 - A regular full-time employee who retires, quits or is discharged from active employment with the City will be paid for accumulated sick leave at the employee's regular rate at the time of separation according to the following schedule:

<u>Years of Service</u>	<u>% of Sick Leave</u>
At least 10 years of continuous service	50%
At least 15 years of continuous service	75%
At least 20 years of continuous service	100%

For employees who do not have at least ten (10) years of continuous service, only sick leave hours accrued since the last City buy-back will be eligible for buy-back (50%) upon resignation, retirement or termination.

ARTICLE 14 - JURY DUTY

14.01 - Regular full-time non-probationary employees who are required to report for or serve in jury service on any scheduled workday shall be paid eight (8) hours' pay, computed at the applicable straight-time hourly rate for each such day less any remuneration received by the employee for jury service, excluding mileage, provided

the employee furnishes satisfactory evidence that jury duty was performed on the days for which he/she claims payment.

14.02 - When an employee is excused from jury service, either temporarily or permanently, on any scheduled workday, the employee shall promptly report to his/her immediate supervisor and shall complete any remaining hours of his/her scheduled workday, if required.

ARTICLE 15 - FUNERAL LEAVE

15.01 - A regular full-time employee, after the completion of the probationary period, may be granted a paid leave of absence for a death in the employee's immediate family according to the following:

A maximum of three (3) consecutive days paid leave of absence for the death of the employee's spouse, son, daughter, mother, father, sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, aunt, uncle, niece, nephew, step-child or grandchild.

15.02 - Only scheduled workdays missed will be paid for at the rate of eight (8) hours times the employee's straight-time hourly rate, excluding any premium rate. To qualify for pay, the employee must attend the funeral. No payment will be made during vacations, holidays, layoffs or leaves of absence.

15.03 - In addition, an employee may be granted an additional two (2) days unpaid leave of absence to attend the funeral of an employee's spouse, child or parent.

15.04 - In no event shall the paid funeral leave extend more than one (1) day after the day of the funeral.

ARTICLE 16 - OUTSIDE EMPLOYMENT

16.01 - Full-time employees of the City shall be free to engage in any employment activities outside of their working hours which do not constitute a conflict of interest with their assigned duties, impair the reputation of the City and/or interfere with their efficient performance of duties for the City. Employees shall provide the Department Head with advance notice of any outside employment and a telephone number and/or location where he/she may be contacted in the event of an emergency.

ARTICLE 17 - INSURANCE

17.01 - Group Health Insurance. Only regular full-time employees who have completed the required qualification period are eligible for Group Health Insurance coverage.

The Employer will pay 90% of the single premium and the employee shall pay 10% of the single premium. The Employer will pay 90% of the family premium and the employee shall pay 10% of the family premium.

The premiums referred to in this Article are the established COBRA single and family premium rates.

The employee's share of the monthly premium cost shall be paid by means of payroll deduction.

The City retains the right to select the insurance carrier(s). It shall not be a breach of this Agreement if the City is unable to obtain or maintain any of such coverage because of policy cancellations or non-renewals or subsequent inability to obtain new coverage.

ARTICLE 18 - WORK-RELATED INJURY

18.01 - In the case of injury due to work or incurred while at work, all such injuries must be reported to the employee's immediate supervisor on the same day the injury was sustained.

18.02 - An employee who has a work-related injury during working hours and is required to leave the City premises or job site for treatment shall return immediately upon being given a full unrestricted release by the treating physician. If the treating physician does not provide the employee with a full, unrestricted release and the employee is unable to return to work, he shall receive his regular straight-time hourly earnings for the remainder of his regularly scheduled shift.

18.03 - In the event that an employee is required to return for treatment of a work-related injury at a subsequent time during working hours, he shall, prior to his intended absence, notify his immediate supervisor of the date, time and place of his appointment. Provided the employee returns to work and completes the remainder of his regularly scheduled shift, where required, he shall be compensated for any regular straight-time hours missed.

ARTICLE 19 - WAGES

19.01 - Reference is made hereto to Appendix "A", Labor Grades and Straight-Time Hourly Wage Rates. By this reference, said appendix becomes a part of this Agreement.

ARTICLE 20 - MISCELLANEOUS

20.01 - The City agrees to provide employees work equipment as follows:

- a. One (1) pair mudder or hip boots and replacement boots as authorized;
- b. Hard hat;
- c. Rain gear;

- d. Safety vests;
- e. Non-prescription safety glasses and/or goggles;
- f. Gloves and replacements as needed (Street/Utility and Water/Wastewater Departments).

All equipment issued shall be stored at the employee's primary place of work in lockers and/or designated storage areas.

20.02 - The City shall reimburse employees for attendance at job related schools and/or training sessions in a manner previously established by the City, provided the employee satisfies conditions, including but not limited to, prior approval for attendance, attendance at all required sessions, and satisfactory completion of all course requirements.

20.03 - Upon presentation of receipt, the City will reimburse employees thirty dollars (\$30.00) annually toward the cost of City approved safety footwear for employees required to wear safety footwear. Effective 7-1-05, employees will be reimbursed for thirty-five dollars (\$35.00).

ARTICLE 21 - SEPARABILITY AND SAVINGS CLAUSE

21.01 - If any article or section of this Agreement or of any rider thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, if compliance with or enforcement of any article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and any rider thereto, or the application of such article or section to persons or circumstances other than those as to which it has been held invalid, or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

ARTICLE 22 - WAIVER AND ENTIRE AGREEMENT

22.01 - The City and the Union acknowledge that during the negotiations resulting in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any and all subjects or matters not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subject or matter may not have been within the knowledge or contemplation by either or both of the parties at the time that they negotiated or signed this Agreement. All rights and duties of both parties are specifically expressed in this Agreement and such expression is all-inclusive. Any benefit

existing prior to this Agreement is negated unless specifically incorporated into this Agreement. This Agreement constitutes the entire agreement between the parties and concludes collective bargaining for its term.

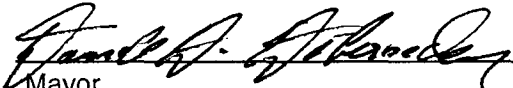
ARTICLE 23 - DURATION


23.01 - This Agreement shall be effective from July 1, 2006, and shall continue to remain in full force and effect until its expiration on June 30, 2009.

23.02 - Should either party desire to modify, amend or terminate this Agreement, written notice must be served on the other party not less than sixty (60) days before October 15, 2008. This Agreement will remain in effect from year to year after the expiration date if written notice is not otherwise received.

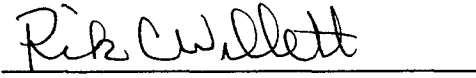
Dated this 21st day of March, 2006.


CITY OF PELLA
PELLA, IOWA



Mayor



City Administrator

INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, LOCAL 238


Business Representative


Employee Representative


Employee Representative


Principal Officer, Local #238

APPENDIX "A"
LABOR GRADES AND STRAIGHT-TIME HOURLY WAGE RATES

Labor Grade	<u>Effective July 1, 2006</u>			
	Step 1	Step 2	Step 3	Step 4
8	\$19.03	\$19.69	\$20.33	\$21.01
7	\$17.78	\$18.38	\$18.98	\$19.56
6	\$16.54	\$17.08	\$17.64	\$18.16
5	\$15.50	\$15.97	\$16.48	\$16.96
4	\$14.23	\$14.68	\$15.11	\$15.55
3	\$12.79	\$13.17	\$13.56	\$13.94
2	\$11.55	\$11.86	\$12.21	\$12.55

Labor Grade	<u>Effective January 1, 2007</u>			
	Step 1	Step 2	Step 3	Step 4
8	\$19.41	\$20.08	\$20.74	\$21.43
7	\$18.14	\$18.75	\$19.36	\$19.96
6	\$16.88	\$17.42	\$17.99	\$18.52
5	\$15.81	\$16.29	\$16.81	\$17.30
4	\$14.51	\$14.97	\$15.41	\$15.86
3	\$13.05	\$13.43	\$13.83	\$14.22
2	\$11.78	\$12.10	\$12.45	\$12.80

Labor Grade	<u>Effective July 1, 2007</u>			
	Step 1	Step 2	Step 3	Step 4
8	\$20.00	\$20.68	\$21.36	\$22.07
7	\$18.68	\$19.31	\$19.94	\$20.55
6	\$17.38	\$17.94	\$18.53	\$19.08
5	\$16.29	\$16.78	\$17.32	\$17.82
4	\$14.95	\$15.42	\$15.87	\$16.33
3	\$13.44	\$13.83	\$14.24	\$14.65
2	\$12.13	\$12.46	\$12.83	\$13.18

Labor Grade	<u>Effective July 1, 2008</u>			
	Step 1	Step 2	Step 3	Step 4
8	\$20.60	\$21.31	\$22.00	\$22.74
7	\$19.24	\$19.89	\$20.54	\$21.17
6	\$17.90	\$18.48	\$19.09	\$19.65
5	\$16.78	\$17.28	\$17.84	\$18.36
4	\$15.40	\$15.88	\$16.35	\$16.82
3	\$13.84	\$14.25	\$14.67	\$15.09
2	\$12.49	\$12.84	\$13.21	\$13.58

WAGE PLACEMENT UPON PROMOTION - An employee who is promoted to a higher labor grade shall be placed on the first wage increment in the new labor grade which will result in a wage increase. Thereafter, the employee shall continue to move on the wage progression on the anniversary of his date of hire by the City.

LEADPERSON - The City, in its sole discretion, reserves the right to designate those individuals who shall be assigned duties as leadpersons. An employee assigned to leadperson responsibilities shall receive seventy cents (\$.70) per hour in addition to the employee's straight-time hourly rate.

LABOR GRADE/JOB CLASSIFICATION ASSIGNMENT - Assignments of job classifications by labor grade under this Agreement shall be as follows:

Grade 7

- Mechanic
- Wastewater Operator III
- Water Operator III
- Streets Foreman

Grade 6

- Wastewater Operator II
- Water Operator II
- Distribution Collection Foreman

Grade 5

- Water/Wastewater Maintenance II
- Street Maintenance/Equipment Operator
- Water Meter Technician

Grade 4

- Water/Wastewater Maintenance I
- Street Maintenance
- Building Maintenance Technician

Grade 3

- Meter Reader

Grade 2

- General Worker

Employees in job classification of Street Maintenance and Water/Wastewater Maintenance I who reach Step 4 of Grade 4 are eligible to advance to Step 2 of Grade 5, if the employee meets the years of service requirement and other requirements as determined by management.